

## **ARTICLE 11**

### **HEALTH AND SAFETY**

#### **Section A. General.**

The Employer shall make every reasonable effort to provide a safe and healthful place of employment free from recognizable hazards and contagious diseases. When the Union and/or the Employer suspects a contagious condition to exist, the County Health Department shall be contacted by the Employer within twenty-four (24) hours excluding Saturday and Sunday to determine if such contagious condition exists. When conditions have been demonstrated to be either unsafe or unhealthy, the Employer shall without undue delay take action to provide a safe and healthful place of employment.

#### **Section B. First Aid Equipment.**

It is the expressed policy of the Employer and the Union to cooperate in an effort to resolve health and safety problems. First aid equipment shall be provided at various locations in the work place.

#### **Section C. Tools and Equipment.**

The Employer agrees to furnish and maintain in safe working condition all tools and equipment required to carry out the duties of each position. Employees are responsible for reporting to the Employer any unsafe condition or practice and for properly caring for the tools and equipment furnished by the Employer. Employees shall not use such tools and equipment for personal use.

#### **Section D. Protective Clothing.**

The Employer will furnish protective clothing and equipment in accordance with applicable standards established by the Michigan Department of Consumer & Industry Services.

#### **Section E. Confidentiality of Records.**

To insure strict confidentiality, only authorized representatives of the Employer or authorized Union representatives with the employee's written permission shall possess or have access to any employee medical records, including records prepared by a private physician, rehabilitation facility, or other resource for professional assistance.

#### **Section F. Buildings.**

The Employer will provide and maintain all state-owned buildings, facilities, and equipment in accordance with the specific written order(s) of the Michigan

Departments of Consumer & Industry Services and/or Military and Veterans Affairs. Where facilities are leased by the Employer, the Employer shall make every reasonable effort to assure that such facilities comply with the order(s) of the Michigan Departments of Consumer & Industry Services and/or Military and Veterans Affairs.

### **Section G. Contagious Diseases and Conditions.**

In accordance with Departmental policies and the intent expressed in Section A, the Appointing Authority will, when a source of possible contagion becomes known, isolate such source if possible and notify the Union and all agency employees of the source, the possible contagion, the isolation steps taken, and those further precautions which will be required to avoid contagion. The Appointing Authority shall provide necessary supplies, training and equipment for such precautions. The parties recognize that individuals' rights regarding confidentiality may not be violated. However, employees' right to know shall be in accordance with applicable statutes.

The parties agree that the Employer and employees shall abide by the recommendations of the Centers for Disease Control (CDC), and M.I.O.S.H.A., referencing contagious diseases, and that they shall consider recommendations by the Michigan Department of Community Health, the U.S. Department of Health and Human Services and the U.S. Department of Labor. The parties agree that the issue of recommendations by the U.S. Department of Health and Human Services may be discussed in the statewide Labor-Management Council pursuant to Article 10, Section G., upon the request of either party. The parties may mutually agree to abide by these recommendations.

The Employer will establish and/or continue a contaminated waste disposal system in accordance with CDC and MDCH guidelines.

In accordance with CDC guidelines, protective garments such as gloves, gowns, aprons, masks, etc. shall be readily accessible to an employee who deals with residents whose behavior or actions indicate a need for a protective barrier.

The Department of Human Services and Department of Corrections will make available in each assignment location "belt packs", consisting of protective gloves and a protective mask device for use when performing CPR, to employees whom the Department expects to have need of such items. The location and quantity of such belt packs shall be discussed in Labor-Management meetings.

### **Section H. Medical Examinations.**

Whenever the Employer requires an employee to submit to a medical examination, medical test, including X-rays or inoculations, by a licensed physician selected by the Employer, the Employer will pay the entire cost of such services not covered by the current health insurance programs, provided that the employee uses the services provided and approved by the Employer. Employees required to take a

medical or a gynecological examination and who object to the examination by a state employed doctor may be examined by a doctor mutually approved. In the absence of mutual agreement the parties will select a physician from recommendations by a county or local medical society, by alternate striking if necessary.

When the Employer requires tests for tuberculosis, the Employer shall pay for such tests. Such tests may be provided on site by the Employer. If not provided on site, the employee may be allowed up to one-half ( $\frac{1}{2}$ ) hour for the administration of the test. The employee may also be allowed up to one-half ( $\frac{1}{2}$ ) hour for the reading of the test if it is not read on site. If the test or reading is scheduled during the employee's non-working hours, the employee may utilize up to one-half ( $\frac{1}{2}$ ) hour equivalent time off from a working shift for the administration of the test. The employee may also be allowed up to one-half ( $\frac{1}{2}$ ) hour equivalent time off for the reading of the test if it is not read on site. This Section is not intended to change current practices of on-site TB testing.

### **Section I. Foot Protection.**

The Employer reserves the right to require the wearing of foot protection by employees. In such cases, the Employer will provide a safety device or, if the Employer requires the employee to purchase approved safety shoes, the allowance paid by the Employer for the purchase of required safety shoes shall be the actual cost of such shoes up to a maximum reimbursement of \$100.00 per pair per fiscal year or a maximum of \$200.00 every two fiscal years. Employees shall have the right to purchase such safety shoes utilizing the allowance provided herein.

The issue of providing skid resistant or non-skid footwear for employees in food service work assignments shall be an appropriate subject for secondary negotiations, except in the Department of Community Health where employees who are required to wear non-skid footwear will be reimbursed up to \$60 for the purchase price once each calendar year.

### **Section J. Safety and Health Inspection.**

When the Michigan Department of Consumer & Industry Services conducts a safety health inspection of a state facility a local Union official will be notified by the Employer and be released from work without loss of pay to accompany the inspector. The Union shall receive a complete copy of any and all reports provided to the Employer resulting from an inspection by the Department of Consumer & Industry Services.

### **Section K. Damage to Personal Items.**

The Employer or Insurance Carrier will pay the cost of repairing or replacing personal effects (possessions owned by an employee) damaged or lost in the line of

duty, in accordance with applicable laws and/or regulations of the State Administrative Board and unless otherwise reimbursed.

The value of such articles shall be determined at the time damage occurs.

The Employer shall make every reasonable effort to provide secure storage space for wearing apparel and personal property of the employees. Locations and a timetable will be taken up in secondary negotiations unless otherwise previously agreed to in secondary negotiations. The Employer shall make every reasonable effort to provide refrigerated space for employees.

At the first scheduled Labor-Management meeting following the effective date of this Agreement the Appointing Authority or designee shall meet with the Local Union President or designee to discuss the subject of storage and refrigerated space. Points of discussion shall include location and security.

The Employer shall be held harmless for any losses that an employee may incur as a result of use of storage space or refrigerated space provided by the Employer.

In the Departments of Community Health and Education, claims for personal property loss claims involving eyeglasses shall be handled in accordance with Appendix F.

#### **Section L. Health and Safety Committees.**

Health and Safety Committees will be established within the appropriate facilities operated by the Departments of Education, Community Health, Department of Human Services, and Military and Veterans Affairs. In the Departments of Natural Resources, Labor and Economic Growth and State Police, the Union's representation on Health and Safety committees shall be an appropriate subject for secondary negotiations.

In the Department of Corrections, subjects concerning Health and Safety shall be a proper agenda item for Labor-Management meetings at the Facility and/or Department level.

In the Departments of Education, Community Health, Department of Human Services, and Military and Veterans Affairs, should a Departmental Health and Safety Committee(s) be established, the Union shall be entitled to designate one (1) representative and may designate one (1) or more alternates to serve in the absence of the designated representative.

The designated Local Union representative shall be allowed time off with pay to attend authorized committee meetings scheduled during his/her working hours. For purpose of pay only, properly designated Union representatives or alternates serving on these committees shall be permitted an equivalent amount of time off from their upcoming or previous shifts in accordance with Article 8, Section B.

In the Departments of Education, Community Health, Department of Human Services, and Military and Veterans Affairs each Agency shall continue a Health and Safety Committee. This committee shall be appointed by the Agency Appointing Authority and shall include the Union's designated representative.

The chairperson of the committee shall be appointed by the Agency Appointing Authority and shall be responsible for notifying the committee members of meetings, conducting the meetings, preparation and distribution of minutes, reports and other documents, arranging for conference rooms, and similar administrative tasks.

Such committee shall meet bimonthly or more often if mutually agreed at the request of either party for the purpose of identifying and correcting unsafe or unhealthy working conditions which may exist. Appointments to the committee shall be made within thirty (30) days following the effective date of this Agreement.

#### **Section M. Compliance Limitations.**

Recommendations which have not been acted upon within three (3) months may be grieved by the Union as an unsafe or unhealthful condition of employment commencing at Step Three of the Grievance Procedure provided in this Agreement; provided, that where a clear and present danger exists, the Union may grieve at any time at Step Two. The Employer's compliance with this Article is contingent upon the availability of funds. If the Employer is unable to meet the requirements of any Section of this Article due to lack of funds, the Employer shall make a positive effort to obtain the necessary funds.

#### **Section N. Evacuation Plans.**

Upon the Union's request, each agency or work location shall submit to the Union for review and comment a copy of its emergency evacuation plan.

#### **Section O. Unexpected Immediate Danger.**

In a situation which presents an unexpected immediate danger to an employee(s), such employee(s) shall be either: (1) relocated (temporary transfer to another assignment location within the Agency); or (2) put on administrative leave until the assignment location has been made safe and healthful or (3) the Employer shall immediately correct the dangerous situation.

#### **Section P. Use of Employer Facilities.**

Employees and/or their families, relatives or friends shall be permitted to use the Employer's recreational facilities on non-work time or for non-work related purposes upon approval of the Appointing Authority.